

IN THE IOWA DISTRICT COURT FOR MARION COUNTY

<p>VALERIE BANDSTRA (DOB: 07/14/75), ANNE BANDSTRA (DOB: 08/21/74), RYAN BANDSTRA (DOB: 12/29/71), and JASON BANDSTRA (DOB: 09/27/74),</p> <p>Plaintiffs,</p> <p>v.</p> <p>PATRICK EDOUARD, COVENANT REFORMED CHURCH, UNITED REFORMED CHURCHES IN NORTH AMERICA, CLARENCE HETTINGA, ARNOLD VAN DONSELAAR, NORMAN VAN MERSBERGEN, WILLIAM HARTMAN, BOARD OF ELDERS OF COVENANT REFORMED CHURCH,</p> <p>Defendants.</p>	<p>CASE No. CL <u>LACV094670</u></p> <p>PETITION AT LAW AND JURY DEMAND</p> <p>12 DEC -7 AM 10:22 CAROL SAGE CLERK OF DISTRICT COURT MARION COUNTY, IA</p> <p>FILED</p>
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COMES NOW the Plaintiffs Valerie Bandstra, Anne Bandstra, Ryan Bandstra and Jason Bandstra and for their causes of action against Defendants Patrick Edouard, Covenant Reformed Church, Clarence Hettinga, Arnold Van Donselaar, Norman Van Mersbergen, and William Harman states:

**PARTIES**

1. At all times material hereto, Plaintiffs Valerie Bandstra and Jason Bandstra were citizens and residents of Mahaska County, Iowa.
2. At all times material hereto, Plaintiffs Anne Bandstra and Ryan Bandstra were citizens and residents of Marion County, Iowa.
3. At all times material hereto, Defendant Patrick Edouard was a citizen and resident of Marion County, Iowa and an employee of Defendant Covenant Reformed Church of Pella, Iowa.
4. Defendant Edouard is currently a citizen and resident of Michigan.

5. At all times material hereto, Covenant Reformed Church of Pella, Iowa was a Domestic Non-Profit organized and existing under the laws of the state of Iowa with its principal place of business at 2825 Fifield Road, Pella, Iowa.

6. At all times material hereto, Covenant Reformed Church of Pella Iowa was affiliated with the United Reformed Churches in North America.

7. The United Reformed Churches in North America is a federation of churches and has a stated clerk: Rev. Bradd Nymeyer, 227 1st Ave. SE, Sioux Center, IA 51250-1522.

8. At all times material hereto, Defendants Clarence Hettinga, Arnold Van Donselaar, Norman Van Mersbergen, and William Hartman were members of the Board of Elders and agents of Defendant Covenant Reformed Church of Pella, Iowa.

9. The Board of Elders of Covenant Reformed Church is the governing body of the Covenant Reformed Church of Pella, Iowa.

#### **PROCEDURAL REQUIREMENTS**

10. Pursuant to Iowa Code, § 616.18, venue is proper in Marion County because it is the county in which the Defendant, or one of the Defendants resides, and it is also the county in which some of the unlawful actions alleged below were committed and injury was sustained.

11. All causes of action are within their respective statute of limitation.

#### **FACTUAL BACKGROUND**

12. At all times material, Defendant Edouard was acting within the scope, course and apparent authority of his agency and/or employment relationship with Defendant Covenant Reformed Church of Pella, Iowa.

13. At all times material, Defendants Clarence Hettinga, Arnold Van Donselaar, and Norman Van Mersbergen were agents and/or employees of Defendant Covenant Reformed Church

of Pella, Iowa and members of the governing entity, the Board of Elders. They were acting within the scope, course, and apparent authority of their agency and/or employment relationship with Defendant Covenant Reformed Church of Pella, Iowa.

14. At all times material, Plaintiffs were members of Defendant Covenant Reformed Church of Pella, Iowa.

15. In 2003, Defendant Church hired Defendant Edouard as a pastor.

16. In 2003 Defendant Edouard began a pastor-parishioner relationship with Plaintiffs.

17. In 2005, Defendant Edouard initiated telephone contact with Plaintiff Valerie Bandstra. During these conversations, Plaintiff would confide in Defendant regarding personal and family issues she was experiencing. Defendant Edouard would counsel Plaintiff in relation to these issues.

18. In January or February 2006, Plaintiff Valerie attended a counseling session at Defendant Edouard's personal residence.

19. During the counseling session, Defendant Edouard began kissing Plaintiff Valerie on the face and mouth. Plaintiff Bandstra began crying and shook her head "no". Plaintiff Valerie told Defendant Edouard, "we can't do this". Defendant Edouard responded, "I love you" and "I understand you like no one else does. You need me".

20. Defendant Edouard began forcefully kissing and groping Plaintiff Valerie. Defendant Edouard pulled Plaintiff Valerie to the floor where Defendant forced her to have sexual intercourse with him.

21. From approximately 2006 to 2008, Defendant Edouard touched, kissed, fondled and/or engaged in oral sex with Plaintiff Valerie.

22. Plaintiff Valerie and Defendant Edouard continued to have regular phone contact until approximately 2009. Sometimes Plaintiff and Defendant would talk sexually on the phone.

23. Plaintiff Valerie believed during all of their meetings and communications that Defendant Edouard was acting as her pastor and counselor.

24. In 2008, Defendant Edouard persuaded Plaintiff Valerie to open a bank account. Defendant further persuaded Plaintiff to transfer \$20,000 from that account to Defendant.

25. Defendant repeatedly told Plaintiff Valerie not to tell anybody about their relationship because it would destroy the church. Defendant also told Plaintiff Valerie not to see any other counselors.

26. In 2008 Defendant Edouard initiated telephone contact with Plaintiff Anne Bandstra. During these telephone conversations, Plaintiff would confide in Defendant regarding personal and family issues she was experiencing. Defendant Edouard would counsel Plaintiff Anne in relation to these issues.

27. On two separate occasions in May 2008, Defendant Edouard came to Plaintiff Anne Bandstra's home and kissed Plaintiff Bandstra on the mouth.

28. Later in May 2008, Defendant Edouard came to Plaintiff Anne's home for the third time and Defendant initiated sexual intercourse.

29. From May 2008 to December 2010 Defendant Edouard and Plaintiff Anne regularly engaged in sexual acts.

30. Defendant Edouard repeatedly told Plaintiff Anne to keep their relationship a secret.

31. Plaintiff Anne believed during all of their meetings and communications that Defendant Edouard was acting as her pastor and counselor.

32. On December 10, 2010, Plaintiff Ryan Bandstra discovered that Defendant Edouard had engaged in sexual contact with Plaintiff Anne Bandstra.

33. On December 14, 2010 Plaintiff Jason Bandstra discovered that Defendant Edouard had engaged in sexual contact with Plaintiff Valerie Bandstra.

34. On December 15, 2010, Plaintiffs Ryan and Jason Bandstra disclosed to the Board of Elders that there had been inappropriate sexual contact between Defendant Edouard and members of his congregation.

35. In December 2010, Plaintiffs, Defendant Edouard, and the Board of Elders had a meeting to discuss the sexual contact between Plaintiffs and Defendant Edouard.

36. During this meeting, Plaintiff Valerie Bandstra disclosed to the Board of Elders that Defendant Edouard had raped her.

37. Defendant Board of Elders represented to Plaintiffs numerous times that they would take immediate action. However, Defendants did nothing.

38. Plaintiffs approached the Defendant Board several more times to discern what remedial actions were being taken. Again, Defendants did nothing.

39. Defendant Covenant Reformed Church and the Board of Elders misrepresented the above events to the congregation of Defendant Church including distributing a letter to the congregation stating that Defendant Edouard had engaged in consensual sexual immorality.

40. In September 2012, Plaintiffs sent a letter to Defendant Board demanding remedial steps or Plaintiffs would pursue legal action. Once again, Plaintiffs received no response from Defendant Covenant Reformed Church or the Board of Elders.

**COUNT I – ASSAULT & BATTERY- DEFENDANT EDOUARD**

41. Defendant Edouard did commit an assault and battery upon Plaintiff Valcire Bandstra by touching, kissing, fondling and penetrating Plaintiff.

42. At the times and places aforementioned, Defendant Edouard did commit an assault and battery upon Plaintiff Anne Bandstra by touching, kissing, and fondling Plaintiff.

43. Defendant Edouard intended his behavior to place Plaintiffs in fear of physical pain or injury and in fear of offensive physical contact; at all times relevant hereto, Defendant had the apparent ability to cause pain, injury, and/or offensive physical contact.

44. Such actions by Defendant Edouard were offensive to Plaintiffs.

45. The aforesaid assault and battery is a proximate cause of the plaintiffs' injuries and damages.

46. As a direct and proximate result of the Defendant's acts, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

47. Defendant Edouard's actions perpetrated against Plaintiffs were willful and wanton and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs request judgment against Defendant in an amount that will fully and fairly compensate them for their injuries and damages, for punitive damages in an amount sufficient to punish the Defendant and deter him and others from the same or similar wrongful conduct, and grant such other further relief as the Court may deem just and proper.



**COUNT II- TORTIOUS INTENTIONAL INFLECTION OF SEVERE**  
**EMOTIONAL DISTRESS – ALL DEFENDANTS**

48. Defendant Edouard psychologically and sexually threatened, assaulted and/or abused Plaintiffs Valerie Bandstra and Ann Bandstra.

49. Other Defendants accused Plaintiffs of “committing adultery” and requiring “forgiveness”, when in fact Plaintiffs were victims of a predatory pastor employed by Defendants.

50. Defendant Edouard threatened the sanctity of the marriages of Plaintiffs Ryan and Jason Bandstra.

51. The conduct of Defendant Edouard toward all Plaintiffs was so outrageous as to go beyond all possible bounds of decency, and is to be regarded as atrocious and utterly intolerable in a civilized society.

52. Defendant committed his heinous acts either with the intention of causing Plaintiffs severe emotional distress, or with reckless disregard as to the probability that the acts would cause Plaintiffs severe or extreme emotional distress.

53. Defendant Edouard’s outrageous conduct is a proximate cause of Plaintiffs’ severe or extreme emotional distress.

54. As a direct and proximate result of the Defendant’s aforesaid acts, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

55. Defendant's actions perpetrated against Plaintiffs were willful and wanton and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs request judgment against Defendant in an amount that will fully and fairly compensate them for their injuries and damages, for punitive damages in an amount sufficient to punish the Defendant and deter him and others from the same or similar wrongful conduct, reasonable attorney's fees and expenses; and grant such other further relief as the Court may deem just and proper

**COUNT III – SEXUAL EXPLOITATION BY A COUNSELOR – DEFENDANT**

**EDOUARD**

56. Defendant Edouard provided martial, family and mental health services to Plaintiffs Anne and Valeric Bandstra in the role of Plaintiffs' pastor and counselor.

57. Plaintiffs Valerie and Anne Bandstra were emotionally dependent on Defendant Edouard when Defendant Edouard engaged Plaintiffs in sexual contact.

58. Defendant Edouard's sexual conduct with Plaintiffs was for the purpose of arousing or satisfying Defendant Edouard's sexual desires.

59. Defendant's conduct is a proximate cause of the plaintiffs' injuries and damages.

60. Defendant's conduct was willful and wanton and undertaken with reckless disregard of the consequences.

61. As a direct and proximate result of the Defendant's acts, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.



62. Defendant's actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the defendant in an amount sufficient to punish him and deter him and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT IV – BREACH OF FIDUCIARY DUTY – DEFENDANT EDOUARD**

63. By virtue of their pastor-parishioner relationship, Defendant Edouard owed a fiduciary duty to the Plaintiffs to act solely for their benefit.

64. Defendant was in a position of trust or authority over the Plaintiffs and he used his position of trust or authority to engage in sexual activity with Plaintiffs.

65. Defendant's conduct, including aggressively pursuing a personal, intimate, and sexual relationship with Plaintiffs Anne Bandstra and Valerie Bandstra, constituted a breach of his fiduciary obligations to the Plaintiffs.

66. This breach of fiduciary duty is a proximate cause of the plaintiffs' injuries and damages.

67. Defendant's conduct was willful and wanton and undertaken with reckless disregard of the consequences.

68. As a direct and proximate result of the Defendants' breach of his fiduciary duty, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and

future permanent mental impairment.

69. Defendant's actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the defendant in an amount sufficient to punish him and deter him and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT V – PROFESSIONAL NEGLIGENCE – DEFENDANT EDOUARD**

70. From 2003 to 2010, Defendant Edouard was Plaintiffs' pastor and counselor.

71. Defendant was in a position of trust or authority over the Plaintiffs and he used his position of trust or authority to engage in sexual acts with Plaintiffs.

72. Defendant failed to render appropriate advice and counseling services commensurate with the standard of care required of a pastor acting as a counselor.

73. This breach of professional duty is a direct and proximate result of the Defendant's acts.

74. As a proximate result of Defendant's acts, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

75. Defendant's actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive

damages.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the defendant in an amount sufficient to punish him and deter him and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT VI – NEGLIGENCE - ALL DEFENDANTS EXCLUDING UNTIED  
REFORMED CHURCHES IN NORTH AMERICA**

76. Defendant Edouard physically, psychologically and sexually threatened, assaulted, and/or abused Plaintiffs Valeric Bandstra and Anne Bandstra.

77. Plaintiffs disclosed the abuse to Defendant Church and the Board of Elders in December 2010.

78. Defendants owed Plaintiffs a duty of care to protect them from reasonably foreseeable harm and to take protective measures to prevent negligent or other tortious conduct upon its premises or with instrumentalities under its control.

79. Defendants had actual knowledge or in the exercise of ordinary care should have known of the likelihood of harm to its members by the employment of Defendant Edouard.

80. Defendants through their employees and agents were negligent in each of the following particulars:

- a. By failing and neglecting to properly investigate allegations of sexual abuse by Defendant Edouard.
- b. By failing and neglecting to remove Defendant Edouard from his position as a pastor and counselor at Defendant Church.

- c. By failing and neglecting to ensure that Defendant Edouard had no opportunity to befriend, groom, and threaten members on Defendant premises and at church functions and to present himself as a trustworthy person because of his authorized position as a pastor and counselor for Defendant church.
- d. By failing and neglecting to act at all times in a reasonable and prudent manner consistent with the standards applicable to them in the State of Iowa.

81. Defendants' negligence aforesaid was a proximate cause of the injuries and damages to the Plaintiffs as set forth above.

82. As a direct and proximate result of the Defendants' breach of duty of care, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

83. Defendants' actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the individual defendants in an amount sufficient to punish them and deter them and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT VII – RESPONDEAT SUPERIOR – DEFENDANT COVENANT**  
**REFORMED CHURCH, THE BOARD OF ELDERS & THE UNITED REFORMED**  
**CHURCHES IN NORTH AMERICA**

84. Defendant Church employed Defendant Edouard as a Pastor from 2003 to 2010.

85. Defendant United Reformed Churches in North America determines criteria for training and provides assignments for pastors.

86. Counseling parishioners, including the creation of a trust relationship, was within the scope of Defendant Edouard's duties as a pastor.

87. Defendant abused his pastoral authority and manipulated plaintiffs' trust in order to gain his opportunity to commit sexual abuse and exploitation.

88. Defendant Edouard was acting within the scope of his employment when he repeatedly sexually and emotionally abused and exploited Plaintiffs.

89. Defendant Edouard at all times material hereto, was the employee or agent of the other Defendants and they are liable for the actions of Defendant Edouard under the doctrine of Respondeat Superior.

90. Defendants' actions were the proximate cause of Plaintiffs' injuries and damages.

91. As a direct and proximate result of the Defendants' breach of their fiduciary duty, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

92. Defendants' actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the individual defendants in an amount sufficient to punish them and deter them and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT VIII - NEGLIGENT HIRING, SUPERVISION, & RETENTION -**  
**DEFENDANT COVENANT REFORMED CHURCH OF PELLA, IOWA, THE BOARD**  
**OF ELDERS, & UNITED REFORMED CHURCHES IN NORTH AMERICA**

93. Defendant Churches employed or created an agency with Defendant Edouard as a pastor at Covenant Reformed Church from 2003- 2010.

94. At all times material hereto Defendant Edouard was an employee and/or agent of Defendant Churches and Elders.

95. Defendant Edouard sexually and emotionally abused Plaintiffs and had an ongoing sexual relationship with Plaintiffs and other members of his parish while he was acting as an employee or agent of the Defendants and Churches.

96. Defendants had a duty to protect Plaintiffs from the harmful actions of an employee or pastor employed by the church.

97. Reasonable measures of training and supervision were not employed by Defendants to insure Defendant Edouard was performing adequate pastoral and counseling duties.

98. Defendants knew, or in the exercise of ordinary care should have known, of Defendant Edouard's unfitness at the time of hiring or assignment and thereafter during his employment.



99. Defendants were negligent or reckless in the hiring and/or assignment of Defendant Edouard in a position where he was at risk of harming others.

100. Defendants were negligent or reckless in the supervision of Defendant Edouard as a pastor and counselor for the church.

101. Defendants were negligent or reckless in permitting, or failing to prevent, negligent or other tortious conduct by Defendant Edouard upon its premises or with instrumentalities under its control.

102. As a direct and proximate result of Defendant's acts aforementioned, Plaintiffs suffered and were injured by repeated sexual abuse and exploitation by Defendant Edouard.

103. Defendants' actions and/or inactions are the proximate cause of Plaintiffs' injuries and damages.

104. As a direct and proximate result of the Defendants' breach of their fiduciary duty, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

105. Defendants' actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiff, entitling her to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the individual defendants in an amount sufficient to punish them and deter them and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT IX – NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS –**  
**DEFENDANT COVENANT REFORMED CHURCH OF PELLA, IOWA, THE BOARD**  
**OF ELDERS, & UNITED REFORMED CHURCHES IN NORTH AMERICA**

106. Plaintiffs were members of Defendant church at all times material hereto.

107. Defendant Covenant Reformed Church of Pella, Iowa is associated or controlled by and/or affiliated with the United Reformed Churches in North America.

108. Defendants had a duty of care to avoid causing emotional harm to Plaintiffs.

109. Plaintiffs were psychologically and sexually threatened, assaulted, and abused by Defendant Edouard—an employee and agent of Defendant Churches.

110. Defendants had actual knowledge or in the exercise of ordinary care should have known of the sexual abuse and resulting emotional harm to Plaintiffs.

111. As a proximate result of Defendants' negligent conduct, Plaintiffs suffered severe emotional distress.

112. As a direct and proximate result of the Defendants' breach of their fiduciary duty, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

113. Defendants' actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages against the individual defendants in an amount sufficient to punish them and deter them and others from the

same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

**COUNT X – DEFAMATION – DEFENDANT COVENANT REFORMED CHURCH,  
THE BOARD OF ELDERS, CLARENCE HETTINGA, ARNOLD VAN DONSELAAR, &  
NORMAN VAN MERSBERGEN.**

114. Defendants released statements and written materials to the congregation of Defendant Church surrounding the events alleged in the petition. These announcements and materials contained false, defamatory statements concerning Plaintiffs and Defendant Edouard.

115. The defamatory statements made by Defendants were false and Defendants made those statements with knowledge, or reckless disregard, of their falsity.

116. The statements are defamatory per se in that they are statements of consensual sexual activity and immorality between Plaintiffs Valerie and Anne Bandstra and Defendant Edouard. These statements include but are not limited to:

- a. In February 2011, The Board of Elders released a letter to the congregation stating there had been “consensual sexual activity” between Defendant Edouard and members of the congregation.
- b. Clarence Hettinga repeatedly told Plaintiffs, “You are not victims”.
- c. The Board of Elders repeatedly accused Plaintiffs of adultery.
- d. Clarence Hettinga stated, “Unless he was holding a knife to her throat, it wasn’t rape”.
- e. On numerous occasions, the Board of Elders called Plaintiffs “sinners”.
- f. A member of the Board of Elders Stated, “If Edouard goes to jail, there are four women who should go to jail”.

- g. Arnold Van Donsellaar and Norman Van Mersbergen stated multiple times, “it was not clergy sexual abuse”.
- h. Board of Elders member William Hartman told others during a meeting:  
“Grooming is a word made up by professionals, in reality it is temptation”, these women fell into temptation and they sinned”.
- i. On June 19, 2011, Arnold Van Donselaar stated that Defendant Edouard is  
“more repentant than any of the women ever will be”.
- j. Arnold Van Donselaar and Carol Hol told two other members of the congregation: “Our only wish is that the women would admit what they did was wrong and ask for forgiveness like Patrick did”.
- k. In January 14, 2011, the Board of Elders of Covenant Reform Church addressed a letter to the Covenant Reformed Church congregation which said, in pertinent part:
  - i. “the Consistory has learned of a prolonged period of sexual immorality and/or inappropriate contact between Patrick Edouard and multiple women congregant members.”
  - ii. “we must demonstrate our forgiving love for these members.”
- l. In September 19, 2012, the Board of Elders of Covenant Reform Church addressed a letter to the victims and their families which said, in pertinent part:
  - i. “we have been convicted by our calling to express forgiveness to you...”
  - ii. “We want to honor God not only by forgiving you in our hearts, but also by expressing our conviction of your forgiveness in an official way.”

- iii. "We believe that we expressed that to you when you first came to us and confessed the sin of adultery."
- iv. "Our desire is to be forgiving and to express that forgiveness..."
- v. "Again, by means of this letter we formally and officially affirm to you that we forgive you..."

117. Defendants have caused these false and defamatory statements to be published to third parties, thus injuring the reputation of the Plaintiffs.

118. As a direct and proximate result of Defendants acts, Plaintiffs have suffered and will continue to suffer mental and emotional pain and anguish, and past and future medical expenses. Plaintiffs will also suffer lost earning capacity and past and future permanent mental impairment.

119. Defendants actions perpetrated against Plaintiffs were willful and wanton, and done with malice or in reckless disregard of the rights of Plaintiffs, entitling them to punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount that will fully and fairly compensate for Plaintiffs' injuries and damages, for punitive damages in an amount sufficient to punish and deter Defendants and others from the same or similar wrongful conduct, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Court finds may be just and equitable.

#### **JURY DEMAND**

COMES NOW the Plaintiffs and demands trial by jury as to all counts.



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ATTORNEYS FOR PLAINTIFF